AMENDME	NT OF SOLICITATION/MODIFIC	ATION OF CO	NTRACT		1. CONTRACT D CODE	PAGE	OF PAGES				
2. AMENDMEN	NT/MODIFICATION NO.	3. EFFECTIVE	DATE 4	4. RE	QUISITION/PURCHASE REQ. NO.	5. PROJEC	T NO. (If applicable)				
P00117		See Bloc	k 16C								
6. ISSUED BY	CODE	ITAD		7. A	DMINISTERED BY (If other than Item 6)	CODE					
109 T.W Mail Co	ronmental Protection . Alexander Drive de: AA005 n Triangle Park NC 27	3 1									
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)					(x) 9A. AMENDMENT OF SOLICITATION NO.						
ICF INCORPORATED, L.L.C.											
Attn: 9300 LEE HIGHWAY 7039343527				9B. DATED (SEE ITEM 11)							
FAIRFAX VA 220316050					x 10A. MODIFICATION OF CONTRACT/ORDER NO. EP-W-12-010						
				1	0B. DATED (SEE ITEM 13)						
CODE 07	2648579	FAC LITY CODE			03/29/2012						
		11. THIS ITE	M ONLY APPLIES TO AM	MENE	MENTS OF SOLICITATIONS						
Offers must tems 8 and separate lett RECEIVED OFFER. If the	15, and returning co cer or electronic communication which incl AT THE PLACE DESIGNATED FOR THE by virtue of this amendment you desire to or electronic communication makes referen	orior to the hour all pies of the amend ludes a reference RECEIPT OF OF change an offer a noe to the solicital	nd date specified in the so dment; (b) By acknowledg to the solicitation and am FFERS PRIOR TO THE H Iready submitted, such ch	solicita ging r nendr HOUF chang	receipt of Offers	chods: (a) By fer submitted EDGEMENT CTION OF Y ation, provide	; or (c) By TO BE OUR				
12. ACCOUNT See Sche	NG AND APPROPRIATION DATA (If requal to the control of the control	uired)									
see sem		ODIFICATION OF	CONTRACTS/ORDERS.	S. IT I	MODIFIES THE CONTRACT/ORDER NO. AS DES	SCRIBED IN I	TEM 14.				
CHECK ONE A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.											
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIF ED TO REFLECT THE ADM NISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH N ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:											
	C. THIS SOFT ELIMENTAL AGNEEMEN	I IO LIVILILLO II	VIOTORGOANT TO AUT	11101	ATT OI.						
	D. OTHER (Specify type of modification	and authority)									
X	B.5 Limitation of Fu	inds Clau	se								
E. IMPORTAN	Contractor is not	is required to	sign this document and r	retur	copies to the issuing	office.					
DUNS Nun	nber: 072648579				solicitation/contract subject matter where feasible	le.)					
	Risk Assessment Act re Date: 12/28/2020	ivities v	vithin the in	ite	grated Air Program						
					52.204-25, Prohibition of ce Services or Equipment		racting				
All othe	er terms and conditio	ns remair	unchanged.								
Continue											
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, 15A. NAME AND TITLE OF SIGNER (<i>Type or print</i>)					a, as heretofore changed, remains unchanged and in full force and effect. 16A. NAME AND TITLE OF CONTRACT NG OFFICER (Type or print)						
The state of the s				Natalia Fisher-Jackson							
15B. CONTRA	CTOR/OFFEROR		15C. DATE SIGNED	16E		ECTRONIC	16C. DATE SIGNED				
	(Signature of person authorized to sign)			_	(Signature of Contracting Officer)		10/19/2020				

 CONTINUATION SHEET
 REFERENCE NO. OF DOCUMENT BEING CONTINUED
 PAGE
 OF

 EP-W-12-010/P00117
 2
 6

NAME OF OFFEROR OR CONTRACTOR ICF INCORPORATED, L.L.C.

ITEM NO.	SUPPL ES/SERVICES	QUANTITY		UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
	LIST OF CHANGES:				
	Reason for Modification: Other Administrative				
	Action				
	Total Amount for this Modification:				
	New Total Amount for this Version:				
	New Total Amount for this Award:				
	Incremental Funded Amount changed: from				
			ı		

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

As prescribed in 4.2105(b) and in the applicability instructions in interim FAR Case 2019-009, insert the following clause:

Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)

(a) <u>Definitions</u>. As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means-

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

- (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

- (2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.
 - (c) Exceptions. This clause does not prohibit contractors from providing—
- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
 - (d) Reporting requirement.
- (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.
- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause
- (i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)